

MORTGAGE RECORD, No. 71

45018

BANK BODSWORTH BROS CO., LEAVENWORTH, KAN. No. 20002

SECOND MORTGAGE ON REAL ESTATE.

Know All Men by These Presents:

THAT:

Mrs W. A. Stanborough, and husband,
W. A. Stanborough
 of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of
One thousand & no 100 DOLLARS,
 and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to
George B. Stotts

party of the second part, the following-described real estate and premises situated in Tulsa County, State of Oklahoma,
 to-wit:

St Eight (8) in Stotts Sub Division of Block
One Hundred Seventy Eight (178) in Tulsa,
Tulsa County Oklahoma,
Size Forty by One Hundred Twenty
nine feet, East

and The Detroit United Bank of Detroit
 of the Indian Meridian, and warrant the title to the same; this mortgage being subject, however, to a prior mortgage of the same date between the same parties for a principal
 sum of Fifteen Hundred DOLLARS.

The said sum secured hereby is evidenced by four certain promissory notes of even date herewith, executed by the said party of the first part, and payable to the order
of \$250.00 each
 of the party of the second part in four installments. Now, if the party of the first part shall fail to pay any installment of the note secured
 hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage or said installment note, the whole sum secured
 hereby shall forthwith become due and payable at the option of the holder hereof, who may immediately proceed to foreclose this mortgage, and in case of such foreclosure,
 and as often as any such proceeding may be had, the party of the first part agrees to pay an attorney fee of \$50.00 for the service of plaintiff's attorney, which shall be
 due upon the filing of the petition in any such action, and the same shall be a lien upon said land, secured hereby, and shall be included in the judgment of foreclosure, or
 taxed as costs therein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisal of said
 premises and agrees that the same may be sold with or without appraisal at the option of the party of the second part; and the party of the first part expressly agrees
 to pay any and all sums necessary to protect the title of said premises, or to keep the same from other liens of whatever nature, including attorneys' fees in all actions attacking
 such title, or the validity of this mortgage; and if said prior mortgage be assigned in trust, or otherwise, to another than the second party, then any part of principal
 or interest secured thereby, and taken up, held, or owned by said second party, and by any other sum paid, as authorized, shall be a further lien upon said land, and be
 secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby, including the installments of said note, shall draw interest
 at the rate of 8 per centum per annum from date until paid, as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is

One thousand Dollars

Signed and delivered this 17th day of October 1912

IN PRESENCE OF:

Mrs W. A. Stanborough
W. A. Stanborough

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, E. R. Albert a Notary Public, in and for said County and State
 on this 17th day of October 1912, personally appeared

Mrs W. A. Stanborough
W. A. Stanborough
 to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the
 same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires October 1, 1913 E. R. Albert
(Seal) Notary Public.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, E. R. Albert a Notary Public, in and for said County and State
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My commission expires October 1, 1913 E. R. Albert
(Seal) Notary Public.

This instrument was filed for record on the 24th day of Oct 1912, at 9:50 o'clock A M. Per, S.

By H. B. Waller Deputy Register of Deeds.

(Seal)

For value received, I acknowledge satisfaction and payment in full of the
 within mortgage, and same is hereby released.

George B. Stotts
 Signed and acknowledged before me July 27, 1914

George B. Stotts
 Register of Deeds